



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Creating Community Through People, Parks and Programs"*

Russ Guiney, Director

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August 28, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF TEN (10) YEAR  
LICENSE AGREEMENT FOR THE OPERATION  
OF A HEAD START PROGRAM AT  
RUBEN F. SALAZAR PARK  
(FIRST DISTRICT - 3 - VOTE MATTER)**

**IT IS RECOMMENDED THAT YOUR BOARD AFTER A PUBLIC HEARING:**

1. Find that the approval of the License Agreement with the Volunteers of America of Los Angeles for the operation of a Head Start Program at Ruben F. Salazar Park is categorically exempt from the California Environmental Quality Act pursuant to the State California Environmental Quality Act Guidelines and the County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, cited herein.
2. Find that the approval of the License Agreement, pursuant to the requirements of Government Code Section 26227, is in the public interest and will not substantially conflict or interfere with the use of the property of the County.
3. Find that subject property does not affect the operations of Ruben F. Salazar Park.
4. Approve the use of the funds received for the operation of the Head Start Program in lieu of the acquisition of substitute park land pursuant to Public Resources Code Section 5404.
5. Instruct the Auditor-Controller and the Department of Parks and Recreation to deposit rent proceeds into the Park Improvement Fund pursuant to the Park Preservation Act of 1971.

6. Approve and instruct the Chair to sign the attached License Agreement with the Volunteers of America of Los Angeles for a ten (10) year term with two separate five (5) year options.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Volunteers of America of Los Angeles (VOAOLA) is a non-profit organization with a mission to provide a well rounded preschool experience for children. Approval of this action will allow VOAOLA to support a federally funded Head Start Program at Ruben F. Salazar Park for the purposes of enriching economically disadvantaged children preparing to enter kindergarten. The VOAOLA staff will operate the Head Start Program through classroom activities and parent participation.

#### **Implementation of Strategic Plan Goals**

The recommended action supports Fiscal Responsibility (Goal 4) by increasing the Department's public/private partnerships and Children and Families' Well Being (Goal 5) by providing educational programs for the children residing in the First District.

#### **FISCAL IMPACT/FINANCING**

The VOAOLA will pay the Department of Parks and Recreation (Department) \$13,773.48 per year for the use of a 2,589 square foot classroom at Ruben F. Salazar Park, for which funds will be deposited into the Park Improvement Fund and used exclusively for capital improvements of Ruben F. Salazar Park. In addition, the VOAOLA will be responsible for the operation of the Head Start Program and the janitorial maintenance of the licensed premises. As a result, there will be no significant impact to the Department's operating budget.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The VOAOLA was awarded federal funding for the operation of the Head Start Program currently housed at Ruben F. Salazar Park under a Facility Use Permit. Based on the success the successor, ABC Child Development, had operated the program, the Department is recommending your Board approve the attached License Agreement to ensure that the program continues to operate.

Under the Public Park Preservation Act of 1971 (Act) (Public Resources Code Section 5400, et seq.), the County of Los Angeles (County) may permit as much as ten (10) percent of any park property – up to a maximum of one acre – to be used for non-park purposes. However, the Act requires that the County receive replacement property and/or payment in exchange for the dedication of park property for a non-park purpose and further stipulates that the County must expend any payments received to improve the non-acquired portion of the park land and facilities.

The recommended action and the agreement meet the requirements of the Act. Ruben F. Salazar Park encompasses 8.4 acres and the proposed facility would occupy only 2,589 square feet.

Notice of this public hearing has been posted at the Ruben F. Salazar Park for 45 days in accordance with the Act. The attached License Agreement is authorized by Government Code Section 26227. The Agreement has been executed by the VOAOLA, and approved as to form by County Counsel.

Under the terms of the License Agreement, the VOAOLA agrees to indemnify the County for its operations under this Agreement.

### **ENVIRONMENTAL DOCUMENTATION**

The approval of the License Agreement is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 of the State CEQA Guidelines and Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because it involves licensing at an existing facility.

### **IMPACT ON CURRENT SERVICES**

The Agreement will have no impact on the current services offered at Ruben F. Salazar Park.

**CONCLUSION**

Please instruct the Executive Office-Clerk of the Board to forward one (1) conformed copy of this letter including attachments to Mr. David Lettas, Director of Asset Management, Volunteers of America of Los Angeles, 3600 Wilshire Blvd., Suite 1500, Los Angeles, CA, 90010, and two (2) conformed copies of this letter with attachment to the Director of Parks and Recreation.

Respectfully submitted,



Russ Guiney  
Director

WTF:RG:LS:KEH:SS:RC

Attachment

c: Chief Executive Office  
County Counsel  
Executive Office, Clerk of the Board

**LICENSE AGREEMENT FOR THE USE OF A PORTION  
OF RUBEN F. SALAZAR PARK**

THIS LICENSE AGREEMENT, made and entered into this 28<sup>th</sup> day of August, 2007,

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES,**  
a body corporate and politic,  
hereinafter referred to as "County",

**AND**

**VOLUNTEERS OF AMERICA OF  
LOS ANGELES**  
a California not-for-profit corporation  
hereinafter referred to as "Licensee,"

**RECITALS:**

**WHEREAS,** County owns Ruben F. Salazar Park (hereinafter referred to as the "Park"), located in the County of Los Angeles in the unincorporated area known as East Los Angeles; and

**WHEREAS,** pursuant to Government Code Sections 25907 and 26227, the County may grant licenses to nonprofit corporations to provide services that are consistent with public park and recreation purposes and that meet the needs of the public and thereby make available County property that during the time of possession is not needed for County purposes; and

**WHEREAS,** Licensee desires to provide a Head Start program to the public at Ruben F. Salazar Park; and

**WHEREAS**, a license for the use of a portion of Ruben F. Salazar Park, as depicted in Exhibit A and hereinafter referred to as the "Licensed Premises," is consistent with said purposes and law ; and

**WHEREAS**, Licensee is willing to exercise the grant of such a license in accordance with the procedures followed and the terms and conditions prescribed herein;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

## **1.0 USE GRANTED**

- 1.1 County hereby authorizes and requires the Licensee to operate the licensed premises consisting of 2,589 square feet as depicted in Exhibit A attached hereto, for a regularly scheduled Head Start program, consisting of a Federally funded enrichment program for economically disadvantaged children preparing to enter kindergarten. Neither the licensed premises, nor any other portion of the Park, shall be used for any other purposes whatsoever without the prior written consent of the Director.
- 1.2 Licensee shall have exclusive use of the licensed premises for the term of this License Agreement, unless terminated earlier pursuant to this License Agreement, except that the County, upon 30 days written notice, shall have the option to use the licensed premises during the period of time that Licensee's Head Start program is not in operation, said period of time normally occurring between the middle of June and ending with the Labor Day weekend in September. Licensee shall annually advise and confirm the specific dates of the Head Start program prior to September 1 of each year.

1.2.1 If the County exercises its option pursuant to this section, County agrees that said option is limited only to the Licensed Premises and not to the Licensee's personal equipment or supplies.

1.3 Licensee understands and agrees that this License Agreement is by license and not lease. This License Agreement confers only permission to occupy and use the licensed premises described for licensed purposes in accordance with the terms and conditions hereinafter specified. This License Agreement does not grant nor reserve to Licensee any interest or estate therein; and the expenditure of Licensee's capital and/or labor in the course of use and occupancy of the licensed premises hereunder shall not confer any interest or estate in the licensed premises by virtue of said use.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1 Contract:** Agreement executed between County and Licensee. It sets forth the terms and conditions for the issuance and performance of services.

**2.2 Licensee:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.

**2.3 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

**2.4 Licensee Manager:** The individual designated by the Licensee to administer the License Agreement operations after award of the License Agreement.

**2.5 County Contract Monitor:** Person with responsibility to oversee the day to day activities of this License Agreement. Responsibility for inspections of any and all tasks, deliverables, services and other work provided by the Licensee.

**2.6 County Contract Manager:** Person designated by the Director with authority to manage the operations related to this License Agreement, or his/her authorized representative.

**2.7 Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.

**2.8 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).

**2.9 Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid to the County for services rendered by the Licensee under the terms and conditions of this Contract.

### **3.0 LICENSED PREMISES**

3.1 The premises licensed hereby consists of that portion of Ruben F. Salazar Park depicted in Exhibit A attached hereto and by this reference incorporated herein, and four spaces within the adjacent parking lot for the Licensee's use.

3.2 Licensee acknowledges personal inspection of the licensed premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the licensed premises in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.

3.3 Licensee, at its sole expense, may provide for improvements, additions, alterations, repairs, or changes to the licensed premises by reference incorporated herein, provided that Licensee obtains all applicable permits thereto. Prior to making any such improvements, Licensee shall submit plans to the Director for review and approval and agrees to make any revisions to said plans that the Director may request. Licensee may make



modifications to the authorized improvements as substantially described in Exhibit B with the written consent of the Director.

3.3.1 Any proposed improvements undertaken by the Licensee shall be submitted to and have the prior written approval of the Director. Licensee shall at no cost to the County ensure that all capital improvement plans are prepared by qualified professionals such as architects, engineers and landscape architects who are licensed by the state of California and are approved in advance by the Planning and Development Agency of the County's Department of Parks and Recreation. Licensee shall provide all services that are customarily rendered in the performance thereof including, but not limited to financing, labor, construction management, acquisition of required permits and provision of materials and equipment.

3.3.2 Licensee shall comply with all directives of the Director including but limited to the coordination of environmental impact issues with the PDA in compliance with the California Environmental Quality Act ("CEQA") and shall receive written approvals and authorization from PDA. Licensee shall, however, maintain full responsibility for implementing all CEQA and related requirements.

3.3.3 Licensee shall comply with and require its contractors to comply with all applicable laws, including but not limited to Building Code requirements and procedures and requirements of the Director in connection with any projects performed hereunder.

3.3.4 It is contemplated that the Director may impose additional obligations on the Licensee with respect to particular capital improvements projects performed hereunder, including but not

limited to restrictions and any other additional requirements that may be set forth in a separate writing signed by the Director on behalf of the County.

- 3.4 Licensee hereby acknowledges the title of County, and/or any other public agencies having jurisdiction thereon, in and to the licensed premises and the Park and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.
- 3.5 Ownership of all improvements constructed by Licensee upon the licensed premises and all alterations, additions, or betterments thereto, shall remain with Licensee until the expiration or earlier termination of this License Agreement. Upon termination thereof, where by expiration of the term, cancellation or otherwise, Licensee shall remove all improvements to the licensed premises so that the licensed premises are returned to the County in their original condition unless County exercises its option pursuant to Section 2.5.1 hereafter. Should County fail to exercise its option pursuant to Section 2.5.1, or should the exercise of that option be denied, Licensee shall have sole responsibility, and bear all costs, for removing said improvements from the licensed premises and returning the licensed premises to their original state. Should Licensee fail to remove said improvements, same may be sold, removed, or demolished, and Licensee shall reimburse County any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal, or demolition.

- 3.5.1 County shall have the option to request that ownership to the improvements be vested in the County provided that County provides written notice to the Licensee of its desire to exercise its option at least 120 days prior to the termination of its License Agreement and provides a proposal for use of said improvements. Licensee may request, as a condition for vesting ownership in the County, consideration in the

amount of the actual cost of improvements, less depreciation. If the Licensee, or any public agency having jurisdiction over the improvements, including the Federal Government, refuse to grant permission for the County to assume ownership of the improvements, Licensee shall provide for the removal of the improvements and return the licensed premises to their original condition as provided therefore in Section 2.5 above.

#### **4.0 TERM**

4.1 The term of this License Agreement shall be for a period of ten (10) years commencing on the first day of the month next succeeding the approval of this license by the County's Board of Supervisors.

4.2 Licensee shall have the option to extend the term of this License Agreement for two consecutive five-year periods. Said option may be exercised only in the condition that (a) Licensee is not in default, in the opinion of the Director, of any of the terms and conditions of this License Agreement, and (b) the Licensee gives notice that it will exercise the option to the Director at least ninety (90) days prior to the expiration of the original, or extended, term of this License Agreement.

4.2.1 Should Licensee exercise its option under Section 3.2 above, the amount of compensation specified in Section 4.1 hereafter shall be adjusted to five dollars and fifty one cents (\$5.51) per square footage per year during the first five-year option period and to five dollars and seventy cents (\$5.70) per square foot per year during the second five-year option period.

4.3 In the event Licensee holds over beyond the term herein provided with the consent, express or implied, of County, such holding shall be from month to month only, shall be subject to the conditions of this License Agreement, including the stated increase in the amount of compensation

as described in 3.2.1 above and shall not be considered as a renewal thereof.

## **5.0 CONSIDERATION AND PAYMENT**

5.1 Licensee shall pay County for the use granted herein the sum of five dollars and thirty two cents (\$5.32) per square foot per year. Payment shall be made to the County on a quarterly basis with each payment to be one-quarter of the yearly sum (calculated as: Rate per square foot per year multiplied by the number of square feet and divided by four). Payment shall be by check or draft and made on or before the fifteenth day of January, April, July, and October during each License Agreement year. Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation and shall include the License Agreement Number in the payment identification data section in the check stub or the check. Payment shall be mailed to the County of Los Angeles, Department of Parks and Recreation, 433 South Vermont Avenue, Los Angeles, California, 90020; Attention: Accounting. A late payment charge of two (2) percent shall be added to any late payment that is received by the Department. However, the late payment charge herein provided may be waived, whenever the Director finds late payment excusable by reason of extenuating circumstances. At no time during the term of the License Agreement shall the County be obligated to notify Licensee of the accumulation of late payment charges.

5.2 During the period of time that the Licensee has exclusive use of the premises, Licensee shall be liable for all costs incurred for the operation and maintenance of the licensed premises.

## **6.0 AUDITS**

6.1 At reasonable times and as often as it desires, County may examine, audit, and/or photocopy all books and records of the Licensee related to the operation of the Head Start Program or the licensed premises. Such

examination, audit and/or photocopy shall be at a place designated by the Licensee within the County of Los Angeles, or such other site as mutually agreed upon.

## **7.0 DESTRUCTION OF THE LICENSED PREMISES**

- 7.1 In the event the licensed premises shall be totally or partially destroyed by risk covered by the insurance coverage herein, County shall terminate this License Agreement.

## **8.0 SECURITY DEPOSIT**

- 8.1 Prior to the commencement of this License Agreement, Licensee shall pay to the Director the sum of one-fourth (1/4) the annual minimum rental amount or \$500, whichever is greater. In lieu thereof, Licensee may deposit said amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan institution whose deposits are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.), provided that a certificate of deposit is delivered to the Director giving County the exclusive right to withdraw any or all of said amount during the term of this License Agreement. Licensee shall be entitled to any and all interest accruing from said certificate of deposit.
- 8.2 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Licensee, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of licensed operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of licensed premises; a breach of obligations assumed by Licensee herein with respect to the requirements therefore by County, including the payment of mechanic's liens. Application of amounts on

deposit in satisfaction and/or mitigation of damages shall be without prejudice to the County's exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.

8.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages Licensee shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required herein.

8.4 Said Deposit shall be returned to Licensee upon termination of this License Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

## **9.0 CONSTRUCTION BY COUNTY AFFECTING LICENSED PREMISES**

9.1 In the event County shall construct or cause to be constructed a new facility for the licensed premises, this License Agreement shall continue in full force and effect, except that the payments to be made by Licensee shall be abated and/or other relief afforded to the extent that the Director may determine the construction interferes with the authorized operations, provided a claim therefor is filed with the Director within thirty (30) days of commencement of construction.

9.2 In the event the construction affects the licensed premises, Licensee agrees to cooperate with County premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

9.3 Following completion of the new facility, Licensee shall resume its operations there from within ninety (90) days of written notice from the Director that the licensed premises are tenantable.

- 9.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Park that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof, has affected the Licensee's operations.
- 9.5 Licensee agrees to accept the remedy heretofore provided in the event of construction upon the licensed premises, and/or Ruben F. Salazar Park and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

## **10.0 OPERATING RESPONSIBILITIES**

### **10.1 Signs and Advertising and Promotional Materials**

Licensee shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of County property without the prior written approval from the Director or his designee.

Upon termination or expiration of the License Agreement, Licensee shall remove or paint out as Director may direct, any and all of its signs and displays on the premises and in connection therewith, and shall restore said premises and improvement thereto to the same condition as prior to the placement of any such signs or displays.

At the facility, a sign shall be posted in a prominent place stating the facility is operated under a license agreement issued by the County through the Department of Parks and Recreation. Licensee shall not promulgate nor did cause to be distributing any advertising or promotional materials unless prior approval thereof is obtained from Director. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within fifteen (15) days following the request for approval. Such materials include, but are not limited to: advertising in the internet, newspapers, magazines and trade journals, and radio and/or television commercials.

## 10.2 Compliance with Laws, Rules and Regulations

Licensee shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable, and as they may be amended; and where permits and/or licenses are required for the licensed premises, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Licensee shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable, and as they may be amended.

## 10.3 Licensee's Staff and Employment Practices

10.3.1 Licensee shall maintain an adequate and proper staff for its authorized operations. Licensee shall designate one member of its staff as Manager with whom County may deal with on a daily basis. The Manager shall devote substantial time and attention to the operation authorized herein and render such services and convenience to the public as are required. The Manager shall be fully acquainted with the licensed operation, familiar with the terms and the conditions prescribed therefor by this License Agreement, and authorized to act in the day-to-day operation thereof.

10.3.2 The Director may at any time give Licensee written notice to the effect that the conduct or action of a designated employee of Licensee is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the licensed premises. Licensee shall meet with the representatives of the Director to consider the appropriate course of action with respect to such



matters and licensee shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Licensee's employees will not be detrimental to the interest of the public patronizing the Licensed Premises and/or the Park.

- 10.3.3 Licensee warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Licensee shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Licensee shall retain such documentation for all covered employees for the period prescribed by law. Licensee shall indemnify, defend, and hold harmless, the County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Licensee or County or both in connection with any alleged violation of federal statutes or regulation pertaining to the eligibility for employment of persons performing services under this License Agreement.

10.4 Credit in Promotional Materials

Licensee agrees that any advertising or promotional materials promulgated by Licensee which contain the words "Ruben F. Salazar Park" or any derivative thereof, shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation System" unless specifically approved otherwise by the Director.

10.5 Schedule of Programs and Activities

Prior to September 1 of each year, Licensee shall submit for the Director's review and approval a schedule of programs, activities, and special events to be conducted on the licensed premises. The content of said schedule shall include, at a minimum, the dates of program operation, including any holidays, the hours of operation, and the number of persons to be served by the program.

10.6 Department's Use of Licensed Premises

Notwithstanding Sub-paragraph 2.2 of this License Agreement, the Department reserves the right to schedule the use of the licensed premises for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with the Licensee.

10.7 Disorderly Persons

Licensee agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons on the licensed premises.

10.8 Easements

County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the licensed premises for utilities and/or public access provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Licensee of the use of a portion of the premises, an abatement of payments shall be provided in an amount proportional to the total area of the premises in the before and after conditions.

10.9 Habitation

The licensed premises shall not be used for human habitation, other than a night watchman or patrolman approved by the Director.

10.10 Illegal Activities

Licensee shall not knowingly permit any illegal activities to be conducted upon the licensed premises.

## 10.11 Maintenance of Licensed Premises

### 10.11.1 **Licensee and County Responsibilities**

#### **9.12.1.1 Licensee Responsibility**

Licensee shall be responsible for the custodial maintenance within the licensed premises in compliance with all laws applicable thereto.

#### 10.11.1.2 County Responsibility

County shall be responsible for repair to or replacement of all improvements and equipment, including, but not limited to, the painting thereof. County shall perform any and all repairs required for the maintenance thereof including, but not limited to: plumbing, electrical, heating and air conditioning systems; replace broken window glass; repair or replace broken or damaged doors; paint, repair, or replace the signs; replace interior lights; and repair plumbing and lighting fixtures. Additionally, County shall be responsible for repairing damage to the exterior of the licensed premises structures caused by malicious mischief, vandalism or burglary of the licensed premises.

### 10.11.3 Landscape Maintenance

County shall be responsible for providing grounds and landscape maintenance services at the Park outside the licensed premises. Said maintenance services shall include mowing and edging turf, regular trash collection and removal, and weed control in the areas surrounding the licensed premises to the standards and at the frequencies as determined by the Director.

## 10.12 Non-Interference

Licensee shall not interfere with the public use of and the programming within Ruben F. Salazar Park.

## 10.13 Programmed Events

Licensee shall not promote or sponsor private or public events requiring the use of Ruben F. Salazar Park outside of the Licensed Premises.

However, this provision shall not prohibit Licensee from generally advertising or encouraging public use of Park.

#### 10.14 Quality of Goods and Services

10.14.1 Service to the public is of prime concern to County and is considered a part of the consideration for this License Agreement. Therefore, Licensee agrees to operate and conduct its operation in a first-class manner, and comparable to other facilities providing similar activities, programs and services. Licensee following receipt of written notification therefor, shall immediately withdraw or remove any services which may be found objectionable to the Director based on findings that the provision of such goods or services are harmful to the public welfare.

#### 10.15 Safety

Licensee shall immediately correct any unsafe condition of the licensed premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any member of the public who is in need thereof, due to illness or injury occurring on the licensed premises, including a prompt report thereof to the Director. Licensee shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Licensee structures, enclosures, vehicles and equipment and rides.

#### 10.16 Sanitation

No offensive matter, or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the licensed premises and within a distance of *fifty (50) feet* thereof, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall provide that all refuse is collected as often as necessary during its operations and shall remove all refuse daily, and shall pay all charges which may be made for

the removal thereof. Licensee shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the licensed premises and the area within a distance of *fifty (50) feet* thereof in a sanitary condition.

#### 10.17 Security Devices

Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the licensed premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director.

#### 10.18 Trade Fixtures

Licensee shall provide and install all appliances, furniture, fixtures and equipment that are required for the licensed premises. During the last thirty (30) days preceding the termination of this License Agreement, Licensee shall remove same from the premises, other than for those items of personality which have been furnished by County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Licensee fail to so remove said appliances, furniture, fixtures, equipment, door locks and padlocks within said thirty (30) day period, Licensee shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Licensee shall reimburse County for any and all costs, as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof.

### **11.0 TERMS AND CONDITIONS**

#### **11.1 AGREEMENT ENFORCEMENT AND AMENDMENTS TO THE LICENSE AGREEMENT**

11.1.1 The Director shall be responsible for the enforcement of this License Agreement on behalf of County and shall be assisted

therein by those officers and employees of County having duties in connection with the administration thereof.

11.1.2 Any officers and/or authorized employees of County may enter upon the licensed premises at any and all reasonable times for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the licensed premises.

11.1.3 This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Licensee and in the case of County, until approved by County's Board of Supervisors and executed by the Chairman thereof.

## **11.2 CANCELLATION**

11.2.1 Upon the occurrence of any one or more of the events of default hereinafter described in Sub-paragraph 10.12, this License Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Licensee ten (10) days notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.

11.2.2 Upon cancellation, County shall have the right to take possession of the licensed premises, including all improvements, equipment, and inventory located thereon, and use for the purpose of satisfying and/or mitigating all damages arising from a breach of this License Agreement.

11.2.3 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.

11.2.4 Any trustee, beneficiary, mortgagee or lender (hereinafter: Lender) under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this License Agreement to undertake any and all action that may be required to order to prevent a cancellation of this License Agreement and a forfeiture of the license. Accordingly, the Director shall send a copy of the intended cancellation of this License Agreement to any such Lender whose security would be affected thereby, provided that such Lender shall have previously registered with the Director by written notice specifying the name and address of said Lender; and upon request thereof for postponement, extend the date set therefor by such time as the Director finds reasonable in order to allow said parties to correct the grounds therefor or to provide a new Licensee under a power of sale or foreclosure contained in the hypothecation or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the Director.

### **11.3 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Licensee hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License Agreement or under any project, program, or activity supported by this License Agreement. The Licensee shall comply with Exhibit B - Contractor's EEO Certification.

#### **11.4 CONFLICT OF INTEREST**

11.4.1 No County employee whose position with the County enables such employee to influence the award of this License Agreement or any competing License Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this License Agreement. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

11.4.2 The Licensee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this License Agreement. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

#### **11.5 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Licensee require additional or replacement personnel after the effective date of this License Agreement, the Licensee shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Licensee minimum qualifications for the open position. For this purpose, consideration shall mean that the Licensee will interview qualified candidates. The County will refer GAIN/GROW



participants by job category to the Licensee.

#### **11.6 LICENSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

The Licensee acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Licensee understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Licensee's place of business. The County's Child Support Services Department will supply the Licensee with the poster to be used.

#### **11.7 LICENSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Licensee with the poster to be used.

#### **11.9 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

##### **11.9.1 Responsible Contractor/ Licensee**

As used in this section, Contractor shall be interpreted to mean the Licensee herein.

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the License Agreement. It is the County's policy to conduct business only with responsible Contractors.

11.9.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other License Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the License Agreement, debar the Contractor from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

11.9.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

11.9.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the

hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

**11.9.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

**11.10 LICENSEE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

11.10.1 The Licensee acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

11.10.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Licensee's duty under this License Agreement to comply with all applicable provisions of law, the Licensee warrants that it is now in compliance and shall during the term of this License Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code

Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **11.11 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Licensee's performance under this License Agreement on not less than an annual basis. Such evaluation will include assessing the Licensee's compliance with all License Agreement terms and conditions and performance standards. Licensee deficiencies which the County determines are severe or continuing and that may place performance of the License Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Licensee. If improvement does not occur consistent with the corrective action measures, the County may terminate this License Agreement or impose other penalties as specified in this License Agreement.

#### **11.12 EVENTS OF DEFAULT**

- 11.12.1 The abandonment, vacation, or discontinuance of operations on the licensed premises for more than seventy-two (72) consecutive hours (excluding weekends and holidays) during that period of time the Licensee has exclusive use of the premises and has indicated in its schedule of programs and activities provided under Section 9.6, that it would be operating the Head Start program.
- 11.12.2 The failure of Licensee to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.
- 11.12.3 The failure of Licensee to operate in the manner required by this License Agreement, where such failure continues for more than

ten (10) days after written notice from the Director to correct the condition therein specified.

11.12.4 The failure to maintain the licensed premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.

11.12.5 The failure of Licensee to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this License Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent by the Director.

11.12.6 Determination by the County, the California Fair Employment and Housing Department, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Licensee in violation of State and/or Federal laws thereon.

11.12.7 Transfer of the majority controlling interest of Licensee to persons other than those who are in control at the time of the execution of this License Agreement without approval thereof by the Director.

11.12.8 Failure of Licensee to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

#### 11.13 Licensee's Charitable Activities Compliance

11.13.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Acts regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter

919) increased Charitable Purposes Act requirements. By requiring Licensees to complete the certification in Exhibit D, the County seeks to ensure that all County Licensees, which receive or raise charitable contributions, comply with California law in order to protect the County and its taxpayers. A Licensee that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either License Agreement termination or debarment proceedings or both (County Code Chapter 2.202).

#### **11.14 FORCE MAJEURE; TIME EXTENSIONS**

If performance by a party of any portion of this License Agreement is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions; civil commotions; fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. Licensee's obligation to pay Rent, however, is not excused by this section.

#### **11.15 GOVERNING LAW, JURISDICTION, AND VENUE**

This License Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this License Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **11.16 INDEPENDENT LICENSEE STATUS**

11.16.1 This License Agreement is by and between the County and the Licensee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Licensee.

The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

11.16.2 The Licensee shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this License Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Licensee.

11.16.3 The Licensee understands and agrees that all persons performing work pursuant to this License Agreement are, for purposes of Workers' Compensation liability, solely employees of the Licensee and not employees of the County. The Licensee shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Licensee pursuant to this License Agreement.

#### **11.17 INDEMNIFICATION**

Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Licensee's acts and/or omissions arising from and/or relating to this License Agreement. Licensee's duty to indemnify County and its Special Districts shall survive the expiration or other termination of this License Agreement.

#### **11.18 INSURANCE REQUIREMENTS**

Without limiting Licensee's indemnification of the County and during the term of this License Agreement, Licensee shall provide and maintain, and

shall require all of its subcontractors to maintain, the following programs of insurance specified in this License Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Licensee's own expense.

11.18.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Director at 433 South Vermont Avenue, Los Angeles, CA, 90020, prior to commencing services under this License Agreement. Such certificates or other evidence shall:

- Specifically identify this License Agreement;
- Clearly evidence all coverages required in this License Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this License Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Licensee to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Licensee to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to



investigations, claims administrations, and legal defense.

Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11.18.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

11.18.3 Failure to Maintain Coverage: Failure by the Licensee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the License Agreement upon which the County may immediately terminate or suspend this License Agreement. The County, at its sole option, may obtain damages from the Licensee resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Licensee, the County may deduct from sums due to the Licensee any premium costs advanced by the County for such insurance.

11.18.4 Notification of Incidents, Claims or Suits: Licensee shall report to the County:

- Any accident or incident relating to services performed under this License Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Licensee and/or the County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against the Licensee arising from or related to services performed by the Licensee under this License Agreement.
- Any injury to a Licensee employee that occurs on County property. This report shall be submitted on a County "Non-

employee Injury Report” to the County Contract Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Licensee under the terms of this License Agreement.

**11.18.5 Compensation for County Costs:**

In the event that the Licensee fails to comply with any of the indemnification or insurance requirements of this License Agreement, and such failure to comply results in any costs to the County, the Licensee shall pay full compensation for all costs incurred by the County.

**11.18.6 Insurance Coverage Requirements for Subcontractors:**

The Licensee shall ensure any and all subcontractors performing services under this License Agreement meet the insurance requirements of this License Agreement by either:

- The Licensee providing evidence of insurance covering the activities of subcontractors, or
- The Licensee providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

**11.19 INSURANCE COVERAGE REQUIREMENTS**

11.19.1 General Liability: Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

11.19.2 Automobile Liability written on ISO policy form CA 00 01 or its

equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

11.19.3 Workers' Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and Licensee's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Licensee is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

## **11.20 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

11.20.1 The Licensee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

11.20.2 The Licensee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-

discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.20.3 The Licensee certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

11.20.4 The Licensee certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License Agreement or under any project, program, or activity supported by this License Agreement.

11.20.5 The Licensee shall allow County representatives access to the Licensee's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 10.20 when so requested by the County.

11.20.6 If the County finds that any provisions of this Sub-paragraph 11.19 have been violated, such violation shall constitute a material breach of this License Agreement upon which the County may terminate or suspend this License Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this License Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Licensee has

violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Licensee has violated the anti-discrimination provisions of this License Agreement.

11.20.7 The parties agree that in the event the Licensee violates any of the anti-discrimination provisions of this License Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this License Agreement.

**11.21 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Licensee shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**11.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Licensee shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C of this License Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes

**11.23 NOTICES**

All notices or demands required or permitted to be given or made under this License Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon Licensee shall be Volunteers of America of Los Angeles, Attention: David

Lettas, Director of Asset Management, 3600 Wilshire Blvd., Suite 1500, Los Angeles, CA 90010-2619. Any notice served by mail upon County shall be addressed to the Director of Parks and Recreation, Attention: Contracts Services Division, 433 South Vermont Avenue, Los Angeles, CA 91007, or such other place as may hereinafter be designated in writing to Licensee by the Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this License Agreement.

#### **11.24 PUBLIC RECORDS ACT**

- 11.24.1 Any documents submitted by Licensee; all information obtained in connection with the County's right to audit and inspect Licensee's documents, books, and accounting records pursuant to Section 6. – Accounting Records, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which reasonably are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.
- 11.24.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Licensee agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **11.25 PUBLICITY**

11.25.1 In recognizing the Licensee's need to identify its services and related clients to sustain itself, the County shall not inhibit the Licensee from publishing its role under this License Agreement within the following conditions:

- The Licensee shall develop all publicity material in a professional manner; or
- During the term of this License Agreement, the Licensee shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

11.25.2 The Licensee may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this License Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 10.24 shall apply.

## **11.26 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Licensee agrees to use recycled-content paper to the maximum extent possible on this License Agreement.

## **11.27 RIGHT OF ENTRY**

11.27.1 Should Licensee be deemed deficient, as determined by Director, in its performance of its obligations required hereunder, County in addition to all other available remedies may, but shall not be so obliged, enter upon the premises and correct Licensee's

deficiencies using County forces, and equipment and materials on the premises suitable for such purposes, or by employing a separate private contractor. County's costs so incurred, including direct and indirect overhead costs as determined by Director, shall be reimbursed to County by Licensee within thirty (30) days of demand thereof.

11.27.2 In the event of an abandonment, vacation or discontinuance of licensed premises for a period in excess of thirty (30) consecutive days, Licensee hereby irrevocably appoints County as an agent for continuing operation of the licensed premises granted herein, and in connection therewith authorizes the officers and employees thereof to (a) take possession of the licensed premises, including all improvements, equipment and inventory thereon; (b) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Licensee; (c) sublease or sublicense the premises; and (d) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this License Agreement. Entry by the officers and employees of County upon the licensed premises for the purpose of exercising the authority conferred hereon as agent of Licensee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.

#### **11.28 SEVERABILITY**

If any provision of this License Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.



## **11.29 SURRENDER**

10.29.1 Upon expiration of the term hereof, or cancellation thereof as herein provided, Licensee shall peaceably vacate the premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted subject to the right of County to demand removal thereof to the extent that Section 3.6 hereinbefore may be applicable thereto.

## **11.30 TAXES AND ASSESSMENTS**

11.30.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, including, but not limited to, possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the premises and any improvements located thereon.

11.30.2 Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

## **11.31 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE**

Failure of the Licensee to maintain compliance with the requirements set forth in Sub-paragraph 10.10, Licensee's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Licensee under this License Agreement. Without limiting the rights and remedies available to the County under any other provision of this License Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or Board of Supervisors may terminate this License Agreement pursuant to Sub-paragraph 10.2, Cancellation.

## **11.32 TERMINATION FOR IMPROPER CONSIDERATION**

11.32.1 The County may, by written notice to the Licensee, immediately terminate the right of the Licensee to proceed under this License Agreement if it is found that consideration, in any form, was offered or given by the Licensee, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this License Agreement or securing favorable treatment with respect to the award, amendment, or extension of this License Agreement or the making of any determinations with respect to the Licensee's performance pursuant to this License Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee.

11.32.2 The Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

11.32.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **11.33 TERMINATION FOR INSOLVENCY**

11.33.1 The County may terminate this License Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Licensee. The Licensee shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Licensee is insolvent within the meaning of the Federal

Bankruptcy Code;

11.33.2 To the extent permitted by law, the County may terminate this License Agreement forthwith in the event of the occurrence of any of the following:

- The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Licensee; or the execution by the Licensee of a general assignment for the benefit of creditors.

11.33.3 The rights and remedies of the County provided in this Subparagraph 10.33 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.

#### **11.34 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Licensee, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Licensee, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Licensee or any County Lobbyist or County Lobbying firm retained by the Licensee to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this License Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this License Agreement.

#### **11.35 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE**

11.35.1 Notwithstanding any other provision of this License Agreement, in the event the County transfers title of the Park and the licensed premises to a governmental agency (assignee), the County reserves the right to: terminate this License Agreement; or, provided there is consent by an assignee, assign the County's

interest in this License Agreement to said assignee. County shall provide the Licensee with notice of termination or assignment of this License Agreement pursuant to this provision.

11.35.2 Notwithstanding any other provision of this License Agreement, in the event County closes the Park, this License Agreement shall be terminated upon the effective date of such closure. Licensee shall immediately cease its operations as of the effective date of Park closure, and within fifteen (15) days thereafter remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Licensee of such Park closure.

#### **11.36 TRANSFERS**

11.36.1 Licensee shall not, without written consent of the Director, transfer, assign, hypothecate, or mortgage this License Agreement. Any attempted transfer, assignment, hypothecation, mortgage, without the written consent of the Director, shall be null and void, and shall constitute a material breach of this License Agreement.

11.36.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Licensee shall be binding upon any transferee thereof.

11.36.3 The licensed premises shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this License Agreement shall terminate prior to the date for expiration thereof in the event of the death of Licensee occurring within the term herein provided. Additionally, neither this License Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Licensee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by

or against Licensee, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

11.36.4 Shareholders and/or partners of Licensee may, transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Licensee to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this License Agreement, the Director's approval thereof shall be required. Consent to any such transfer shall be refused, if the Director finds that the transferee is lacking in experience and/or financial ability to conduct the licensed premises.

11.36.5 The prohibition herein contained shall not be applicable with respect to transfers of this License Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

#### **11.37 WAIVER**

No waiver by the County of any breach of any provision of this License Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this License Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 10.37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.

#### **11.38 WARRANTY AGAINST CONTINGENT FEES**

11.38.1 The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License Agreement upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or

bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

11.38.2 For breach of this warranty, the County shall have the right to terminate this License Agreement and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **11.39 ENTIRE LICENSE AGREEMENT**

This document, and the exhibit(s) attached hereto, constitutes the entire License Agreement between the County and Licensee for the Head Start Program at Ruben F. Salazar Park. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the license and the premises to be used in the conduct thereof.

#### **11.40 AUTHORIZATION WARRANTY**

The Licensee represents and warrants that the person executing this License Agreement for the Licensee is an authorized agent who has actual authority to bind the Licensee to each and every term, condition, and obligation of this License Agreement and that all requirements of the Licensee have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF Licensee has executed this License Agreement, or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this License Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Office-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Rachelle Smitherman  
Deputy



LICENSEE  
VOLUNTEERS OF AMERICA  
OF LOS ANGELES

By [Signature]  
Title: President

COUNTY OF LOS ANGELES

By [Signature]  
Chair Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors  
for the County of Los Angeles

By Rachelle Smitherman  
Deputy



State of California, County of Los Angeles  
Subscribed and sworn to (or affirmed) before me on this  
2 day of Aug., 2007, by R.J. Pratt  
personally known to me or proved to me on the  
basis of satisfactory evidence to be the person(s)  
who appeared before me. [Signature]  
(Signature of Notary)

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By [Signature]  
Deputy



ADOPTED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

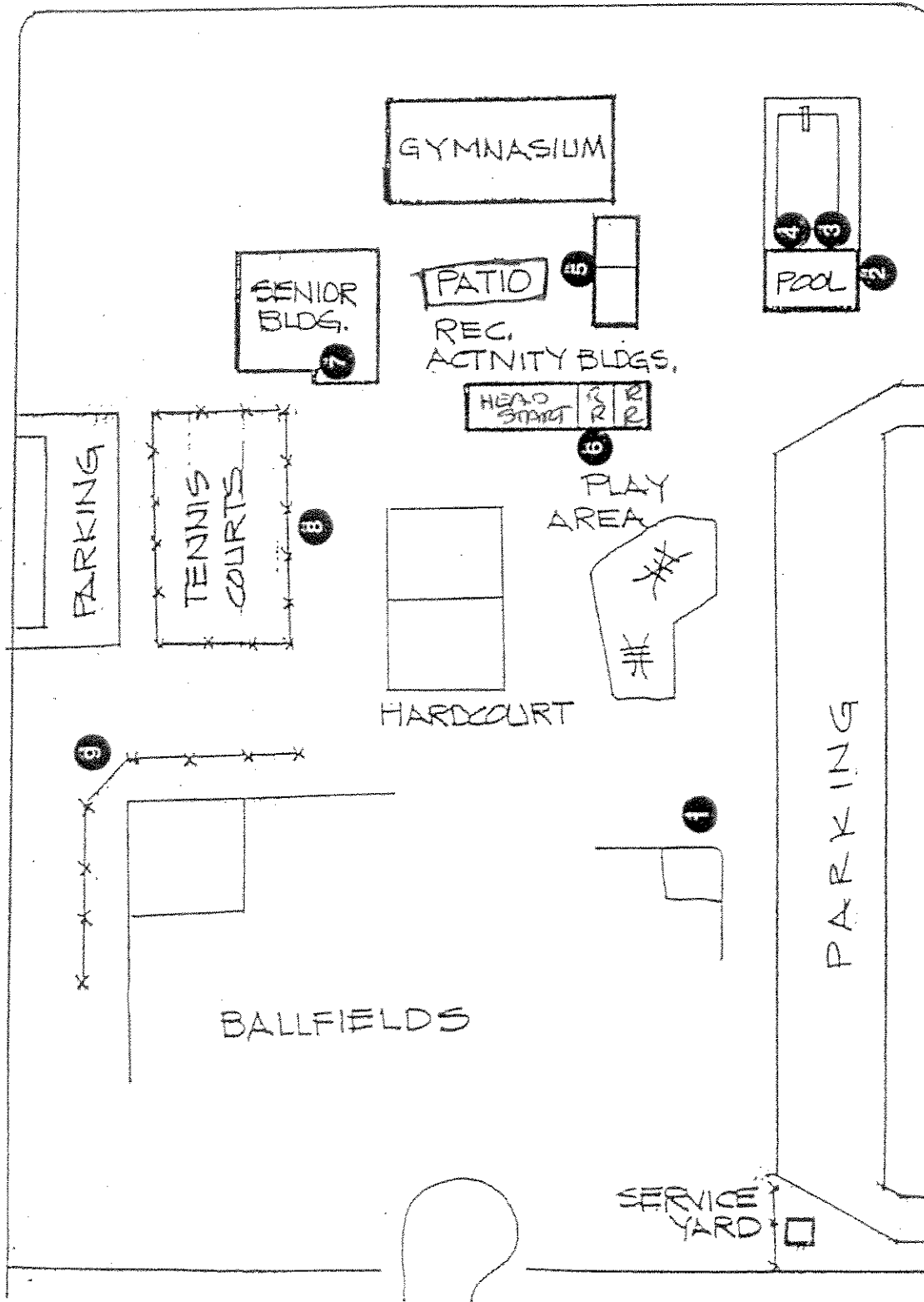
3 - AUG 28 2007

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

ALMA AVE.

WHITTIER BLVD.

→



SALAZAR PARK



PLANNING SERVICES AGENCY  
DEPARTMENT OF PARKS AND RECREATION

DITMAN AVE.



## EXHIBIT B

### LICENSEE'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

VOLUNTEERS OF AMERICA OF LOS ANGELES

Licensee's Name

3600 WILSHIRE BLVD. #1500, LA, CA 90010

Business Address

95-1691330

Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.*

### LICENSEE'S CERTIFICATION

#### Check One

1. The Licensee has a written policy statement prohibiting discrimination in all phases of employment. ☒ Yes [ ] No
2. The Licensee periodically conducts a self analysis or utilization analysis of its work force. ☒ Yes [ ] No
3. The Licensee has a system for determining if its employment practices are discriminatory against protected groups. ☒ Yes [ ] No
4. Where problem areas are identified in employment practices, the Licensee has a system for taking reasonable corrective action which includes the establishment of goals and timetables. ☒ Yes [ ] No

Name (please print or type)

ROBERT PRATT

Title of Signer (please print or type)

PRESIDENT

Signature



Date

8/2/07

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

## EXHIBIT C

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también esta apollada por First 5 LA y INFO LINE de Los Angeles.

## EXHIBIT C

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmelo  
qué otras opciones tiene.

---

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

VOLUNTEERS OF AMERICA OF LOS ANGELES  
Company Name

3600 WILSHIRE BLVD. #1500, LA, CA 90010  
Address

95-1691330  
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

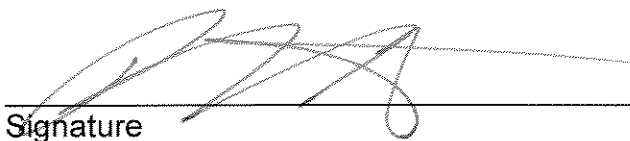
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

  
Signature

8/14/07  
Date

ROBERT PRATT, PRESIDENT  
Name and Title of Signer (please print)